

BILL NO. S-69-10- 09

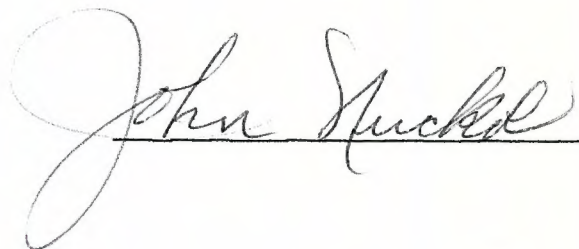
SPECIAL ORDINANCE NO. S- 357-69

AN ORDINANCE approving an Agreement between the City of Fort Wayne and the Norfolk and Western Railway authorizing the railroad company to construct and maintain a rail siding across the Engle Road.

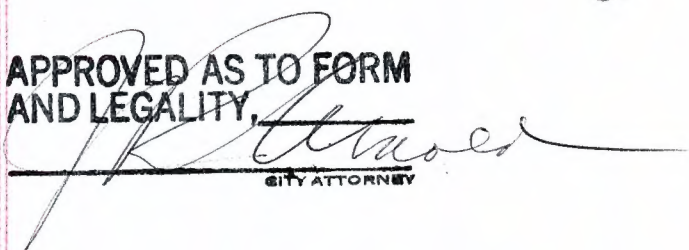
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,  
INDIANA:

SECTION 1. The Agreement entered into October 2, 1969 between the City of Fort Wayne, Indiana, by and through its Board of Public Works, and the Norfolk and Western Railway Company, a corporation duly organized under the laws of the State of Virginia, granting a right to construct a rail siding across the Engle Road adjacent to the crossing of the main tracks of the Norfolk and Western Railway Company, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor, and not less than fifteen days after a public hearing thereon according to law.

  
\_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY,

  
\_\_\_\_\_  
CITY ATTORNEY



BEFORE THE  
BOARD OF PUBLIC WORKS  
CITY HALL  
PORT WAYNE, INDIANA

PETITION OF NORFOLK AND WESTERN  
RAILWAY COMPANY FOR PERMISSION TO  
CONSTRUCT SWITCH RUNNING TRACK  
ACROSS ~~THE~~ ~~WALL~~ ~~OF~~ ~~WIDELLY~~ ~~ANTHONY~~  
ENGLE ROAD.

Attention: Kenneth McGraw, Secretary

The undersigned, Norfolk and Western Railway Company, respectfully requests this Board that it be granted permission to construct and maintain a rail siding across Engle Road approximately forty (40) feet immediately west of the presently existing track of the said Norfolk and Western Railway Company across said Engle Road in the City of Fort Wayne, Allen County, Indiana, for the purpose of serving a new building now under construction for Fisher Bros. Paper Company and an expanding business and warehouse area north of said Engle Road;

And that said Board approve a certain agreement hereto annexed and made a part of this petition;

And that said Board issue an order requiring the publication of said application and contract in accordance with the law governing the granting of franchises, and to make an order fixing the date when a hearing may be held thereon.

NORFOLK AND WESTERN RAILWAY COMPANY  
LIVINGSTON, DILDINE, HAYNIE & YODER

By \_\_\_\_\_  
Milford M. Miller, Jr.  
Attorneys for  
Norfolk and Western Railway Company



NOTICE BY PUBLICATION

Notice of Proposed Franchise To Norfolk And Western Railway Company

Notice is hereby given that the Norfolk and Western Railway Company has requested the Board of Public Works of the City of Fort Wayne to grant to it a franchise and right-of-way to construct and maintain a single track across the Engle Road, approximately forty (40) feet west of where said Engle Road is intersected and crossed by the main tracks of said Norfolk and Western Railway Company in the Southwest edge of the City of Fort Wayne, Allen County, Indiana:

That the said Engle Road at the place of the proposed additional track is located within the corporate limits of said City of Fort Wayne.

That said Board of Public Works has entered into such contract, subject to the approval of the Common Council of the City of Fort Wayne, and the Common Council has fixed the \_\_\_\_\_ day of \_\_\_\_\_, 1969 at \_\_\_\_\_ o'clock \_\_\_\_ M. in the Council Chambers in the City of Fort Wayne as the date and place when said proposed franchise and contract will be fully considered, at which time any taxpayer of said City may appear to file protest against any and all provisions of the same, which said contract is in the following words and figures, to-wit:

(H.I.)



BEFORE THE  
BOARD OF PUBLIC WORKS  
CITY HALL  
FORT WAYNE, INDIANA

PETITION OF NORFOLK AND WESTERN  
RAILWAY COMPANY FOR PERMISSION TO  
CONSTRUCT SWITCH RUNNING TRACK  
ACROSS ~~EAST VALLEY OF BROOKLYN AVENUE~~  
ENGLE ROAD.

Attention: Kenneth McGraw, Secretary

The undersigned, Norfolk and Western Railway Company, respectfully requests this Board that it be granted permission to construct and maintain a rail siding across Engle Road approximately forty (40) feet immediately west of the presently existing track of the said Norfolk and Western Railway Company across said Engle Road in the City of Fort Wayne, Allen County, Indiana, for the purpose of serving a new building now under construction for Fisher Bros. Paper Company and an expanding business and warehouse area north of said Engle Road;

And that said Board approve a certain agreement hereto annexed and made a part of this petition;

And that said Board issue an order requiring the publication of said application and contract in accordance with the law governing the granting of franchises, and to make an order fixing the date when a hearing may be held thereon.

NORFOLK AND WESTERN RAILWAY COMPANY  
LIVINGSTON, DILDINE, HAYNIE & YODER

By \_\_\_\_\_  
Milford M. Miller, Jr.  
Attorneys for  
Norfolk and Western Railway Company

Bill No. S-69-10-09

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance  
approving an Agreement between the City of Fort Wayne and the Norfolk and Western  
Railway authorizing the railroad company to construct and maintain a rail siding  
across the Engle Road,

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance do PASS.

JOHN NUCKOLS, Chairman

EDWIN J. ROUSSEAU, Vice-Chairman

THOMAS G. ADAMS

CELIA ANN FAY

JOHN H. ROBINSON

John Nuckols  
Edwin J. Rousseau  
Thomas G. Adams  
Celia Ann Fay  
John H. Robinson

CONCURRED IN  
DATE 11-4-69 FUAD G. BONAHOOM, CITY CLERK



Read the first time in full and on motion by Nuckols seconded by Rousseau and duly adopted, read the second time by title and referred to the (Committee on) Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, 5/15 days) at the Council Chambers, City Hall, Fort Wayne, Indiana, on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 196 \_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 10-14-68

Frank G. Bonachum  
City Clerk

Read the third time in full and on motion by Nuckols seconded by Steigerwald and duly adopted, placed on its passage.  
Passed ~~(LOST)~~ by the following vote:

AYES	<u>9</u>	NAYS	<u>0</u>	ABSTAINED	_____	ABSENT	_____	to-wit:
Adams	<u>✓</u>							
Dunifon	<u>✓</u>							
Fay	<u>✓</u>							
Geake	<u>✓</u>							
Nuckols	<u>✓</u>							
Robinson	<u>✓</u>							
Rousseau	<u>✓</u>							
Steigerwald	<u>✓</u>							
Tipton	<u>✓</u>							

Date 11-4-69

Frank G. Bonachum  
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map)(General)(Annexation)(Special)(Appropriation) Ordinance (Resolution) No. S-357-69 on the 4<sup>th</sup> day of November, 196 9.

ATTEST: (SEAL)

Frank G. Bonachum  
City Clerk

Herbert R. Tipton  
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 5<sup>th</sup> day of November, 196 9 at the hour of 8:30 o'clock A.M., E.S.T.

Frank G. Bonachum  
City Clerk

Approved and signed by me this 5<sup>th</sup> day of November, 196 9, at the hour of 1:45 o'clock P.M., E.S.T.

Harold S. Zeis  
Mayor



NOTICE OF PROPOSED FRANCHISE TO NORFOLK AND WESTERN RAILWAY COMPANY  
Notice is hereby given that the Norfolk and Western Railway Company has requested the Board of Public Works of the City of Fort Wayne to grant to it a franchise and right-of-way to construct and maintain a single track across the Engle Road, approximately forty (40) feet west of where said Engle Road is intersected and crossed by the main tracks of said Norfolk and Western Railway Company in the Southwest edge of the City of Fort Wayne, Allen County, Indiana:  
That the said Engle Road at the place of the proposed additional track is located within the corporate limits of said City of Fort Wayne.  
That said Board of Public Works has

entered into such contract, subject to the approval of the Common Council of the City of Fort Wayne, and the Common Council has fixed the 4th day of November, 1969 at 7:30 o'clock P.M. in the Council Chambers of the City of Fort Wayne as the date and place when said proposed franchise and contract will be fully considered at which time any taxpayer of said City may appear to file protest against any and all provisions of the same, which said contract is in the following words and figures to-wit:

(H. I.)  
AGREEMENT

THIS AGREEMENT, made this 2nd day of October, 1969, by and between the City of Fort Wayne by and through its Board of Public Works, hereinafter designated First Party, and Norfolk and Western Railway Company, a corporation duly organized under the laws of the State of Virginia hereinafter designated Second Party, WITNESSETH, That:

WHEREAS, Second Party is desirous of obtaining the permission of said First Party to construct a rail siding across Engle Road adjacent to the crossing of the main tracks of Second Party in the Southwest section of the City of Fort Wayne, Allen County, Indiana, and

NOW, THEREFORE, in consideration of the covenants and agreements to be performed and complied with by said Second Party as hereinafter provided, consent, permission and authority are hereby granted and given by First Party to said Second Party to construct and maintain a rail siding across the Engle Road in accordance with a plat hereto attached and made a part hereof, on which plat the line and route of said track is marked and designated by the red line thereon at said intersection.

It is understood and agreed that the consent, permission and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so as to conform with the established grade of Engle Road as such grade shall from time to time exist and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along, upon and across said track at any point thereon in Engle Road; that the track and the rails thereof shall conform to the grade of said Engle Road now established or to be hereafter established by First Party and subject at all times to be taken up and relaid by said Second Party at its own expense for the purpose of regrading, paving, repaving or repairing such portion of said Engle Road and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street as above provided, said Board shall notify said Second Party that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said street, as the case may be, and said Second Party shall take up said track for such purpose, within such time and for such length of time, as the said Board may in said notice require, in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, and upon the failure of Second Party so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said Second Party, and in case said Second Party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, the said City shall have a right of action to recover such cost or expense against Second Party, together

and penalties of Ch. 89, Acts 1967,

foregoing account is just and correct, that the amount claimed is legally due, after allowing all just of the same has been paid.

19 69

with a reasonable attorney fee for the collection hereof.  
2. If said street is hereafter paved or repaved, said Second Party shall pay for so much thereof as lies between the rails of said track, and for a space of two feet on each side thereof, and in case any of such pavement is constructed or reconstructed said track shall be removed and relaid to conform with the grade of said Engle Road as paved. That Second Party shall repair said part of said Engle Road in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portion of said street in a good condition of repair.  
3. That said Second Party shall not at any time leave cars standing or operate upon said track within the limits of said Engle Road in violation of any lawful ordinance of City or any law or regulation having the force of law of the State of Indiana.  
4. That said Second Party shall so construct and maintain said track in such a manner as to not in any way interfere with the drainage of the surface water on said Engle Road and shall if it reconstructs said track over and across said Engle Road do the same under the direction of said Board of Public Works and in the manner required by said Board.  
5. Second Party further binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of any construction, reconstruction, maintenance or operation of said tracks, or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said Second Party upon notice to do it by said City, shall defend such action, at its own expense, and in the event that judgment be rendered in said action against said City, the Second Party shall pay such judgment with all costs and hold the City harmless therefrom; provided however, nothing herein shall

relieve City of any responsibility or obligation with respect to said crossing imposed by law or arising from the sole or concurrent negligence of City.

6. It is further agreed that if said Second Party fails to comply with and perform any of the provisions of this contract the consent, permission and authority herein granted shall at once terminate and Second Party shall forfeit all rights hereunder and shall cause the removal at its expense of all track that may be laid hereunder and place the said Engle Road in as good and safe condition for travel and of the same material as the remainder thereof.  
7. It is further understood and agreed that this contract and the provisions thereof shall inure to the benefit of and be binding upon the successors and assigns of the Second Party.  
8. This contract, executed by and on behalf of the City of Fort Wayne by and through its Board of Public Works, is subject to the approval of the common council of said City.  
WITNESS our hands and seals.

CITY OF FORT WAYNE  
By: Fred Ehrman  
Robert Dahman  
George Gable  
Board of Public Works  
Oct. 2-1969  
ATTEST: Kenneth McGraw, Secretary  
NORFOLK AND WESTERN RAILWAY  
By J.R. Neikels  
General Manager  
Approved as to form and legality:  
10-20

Legals  
March 8, 1970  
I expires

A. M. Hostman  
Title Clerk

and for said county and state, the  
who, being duly sworn, says  
of the

ral circulation printed and published  
ORT WAYNE, INDIANA  
matter attached hereto is a true copy,  
me, the dates of publication being  
1969

October 19 69  
Notary Public



Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To.....NEWS-SENTINEL.....Dr.

Allen.....County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) — number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

3

204

11

218

COMPUTATION OF CHARGES

218 lines,.....columns wide equals.....equivalent lines at .192¢ cents per line

41.86

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

(1)

.50

42.36

TOTAL AMOUNT OF CLAIM

DATA FOR COMPUTING COST

Width of single column 11 ems

Size of type 5½ point

Number of insertions 1

Size of quad upon which type is cast 5½

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

A. M. Hostman

Date October 24, 19 69

Title Clerk

with a reasonable attorney fee for the collection hereof.  
2. If said street is hereafter paved or improved, said Second Party shall pay for the same the sum of \$100.00.  
State of Indiana } ss:  
Allen County }

Personally appeared before me, a notary public in and for said county and state, the undersigned A. M. Hostman who, being duly sworn, says that She is Clerk of the NEWS-SENTINEL

a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time, the dates of publication being as follows:

October 20, 1969

Subscribed and sworn to before me this 24th day of October 19 69

Edith Stapleton

Notary Public

March 8, 1970

My commission expires

Mirrors, Stuart Symington, declaring it a "travesty" to deny that Americans are fighting and dying in Laos, today began a week-long effort to plumb the depths of U.S. involvement in that shadowy Asian nation.

The Missouri Democrat is chairman of a Senate foreign relations subcommittee which has called Richard Helms, director of the Central Intelligence Agency, to testify before it. Helms, who has been involved in the United States has involved Mike Mansfield, however, says Senate Democratic Leader North Vietnam in his country. any other nation aside from there were "combat troops" of Souvarna Phouma also denied

Mirrors,

travesty, when n my but also the cipants, including casualties and families, know t ington said in a The senator s by subcommit members convi secrecy surrou tions with that on far too long. "If whatever right, the Ame serve to know whatever has wrong the se to compound that even than right it." The hearings shall part of a broad prov can commitme the subcommit



Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

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Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

3

204

11

218

COMPUTATION OF CHARGES

218 lines, columns wide equals equivalent lines at .1924 cents per line

\$ 41.86

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

(1)

.50

TOTAL

\$ 42.36

DATA FOR COMPUTING

Width of single

Number of ins

Pursuant to the provision

I hereby certify that the fi credits, and that no part of

October 24,

Date

Legal Notices

Legal Notices

hereby granted and given by First Party to said Second Party to construct and maintain a rail siding across the Engle Road in accordance with a plat hereto attached and made a part hereof, on which plat the line and route of said track is marked and designated by the red line thereon at said intersection.

It is understood and agreed that the consent, permission and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so as to conform with the established grade of Engle Road as such grade shall from time to time exist and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along, upon and across said track at any point thereon in Engle Road; that the track and the rails thereof shall conform to the grade of said Engle Road now established or to be hereafter established by First Party and subject at all times to be taken up and relaid by said Second Party at its own expense for the purpose of regrading, paving, repaving or repairing such portion of said Engle Road and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street as above provided, said Board shall notify said Second Party that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said street, as the case may be, and said Second Party shall take up said track for such purpose, within such time and for such length of time, as the said Board may in said notice require, in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, and upon the failure of Second Party so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said Second Party, and in case said Second Party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, the said City shall have a right of action to recover such cost or expense against Second Party, together with a reasonable attorney fee for the collection hereof.

2. If said street is hereafter paved or repaved, said Second Party shall pay for so much thereof as lies between the rails of said track, and for a space of two feet on each side thereof, and in case any of such pavement is constructed or reconstructed said track shall be removed and relaid to conform with the grade of said Engle Road as paved. That Second Party shall repair said part of said Engle Road in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portion of said street in a good condition of repair.

3. That said Second Party shall not at any time leave cars standing or operate upon said track within the limits of said Engle Road in violation of any lawful ordinance of City or any law or

Legal Notices

regulation having the force of law of the State of Indiana.

4. That said Second Party shall so construct and maintain said track in such a manner as to not in any way interfere with the drainage of the surface water on said Engle Road and shall if it reconstructs said track over and across said Engle Road do the same under the direction of said Board of Public Works and in the manner required by said Board.

5. Second Party further binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of any construction, reconstruction, maintenance or operation of said tracks, or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said Second Party upon notice to do it by said City, shall defend such action, at its own expense, and in the event that judgment be rendered in said action against said City, the Second Party shall pay such judgment with all costs and hold the City harmless therefrom; provided however, nothing herein shall relieve City of any responsibility or obligation with respect to said crossing imposed by law or arising from the sole or concurrent negligence of City.

6. It is further agreed that if said Second Party fails to comply with and perform any of the provisions of this contract the consent, permission and authority herein granted shall at once terminate and Second Party shall forfeit all rights hereunder and shall cause the removal at its expense of all track that may be laid hereunder and place the said Engle Road in as good and safe condition for travel and of the same material as the remainder thereof.

7. It is further understood and agreed that this contract and the provisions thereof shall inure to the benefit of and be binding upon the successors and assigns of the Second Party.

8. This contract, executed by and on behalf of the City of Fort Wayne by and through its Board of Public Works, is subject to the approval of the common council of said City.

WITNESS our hands and seals.

CITY OF FORT WAYNE

By: Fred Ehrman

Robert Dahman

George Gable

Board of Public Works

Oct. 2-1969

ATTEST: Kenneth McGraw, Secretary

NORFOLK AND WESTERN RAILWAY

By J.R. Neikels

General Manager

Approved as to form and legality:

10-20

FC

March 8, 1970

expires.

point

ch type is cast 5 1/2

legally due, after allowing all just

CLERK

in and for said county and state, the

who, being duly sworn, says

of the

eral circulation printed and published

WAYNE, INDIANA

matter attached hereto is a true copy,

ne, the dates of publication being

9

October 19 69

Notary Public



Board of Public Works, City of Ft. Wayne  
(Governmental Unit)

To JOURNAL-GAZETTE Dr.

Allen County, Ind.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) — number of equivalent lines	3
Head number of lines	204
Body number of lines	11
Tail number of lines	218
Total number of lines in notice	

COMPUTATION OF CHARGES

218 lines, columns wide equals equivalent lines at .192¢ cents per line	\$ 41.86
Additional charge for notices containing rule or tabular work (50 per cent of above amount)	
Charge for extra proofs of publication (50 cents for each proof in excess of two)	(1) .50
TOTAL AMOUNT OF CLAIM	\$ 42.36

DATA FOR COMPUTING COST

Width of single column 11 ems	Size of type 5½ point
Number of insertions 1	Size of quad upon which type is cast 5½

Pursuant to the provision and penalties of Ch. 89, Acts 1967,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Arvilla De Wald

CLERK

Title

October 24, 69

Watch-Clock Repairing 10M  
Gun Repairing 10MM  
Radio-Television Repair 10N  
Vacuum Sweeper Repair 10O  
Sewing-Tailoring 10P  
Upholstering Repairing 10R  
Cleaning-Laundry 10S  
Welding-Brazing 10S

FINANCIAL

Business Opportunities 13  
Business Opportunities Wanted 13A  
Money to Loan 14  
Wanted to Borrow 14A

EMPLOYMENT

Help Female 15  
Employment Agencies 15A  
Help Male 17  
Salesmen-Agents 17  
Help, Male-Female 18  
Situation Wanted-Female 19  
Situation Wanted-Male 20  
Instruction-Schools 21

MERCHANDISE

Antiques-Hobbies 24  
Wearing Apparel 25  
Rummage Sales 25A  
Household Goods 26  
Articles for Rent 26A  
Bargain Counter 26AA  
Camera-Photo Supplies 26B  
Miscellaneous for Sale 27  
Boats and Sports Equipment 27A  
Campers-Travel Trailers 27AA  
Coal, Wood and Oil 27B  
Musical Merchandise-Service 28  
Radio and Television 28A  
Jewelry Watches Service 29  
Business Equipment-Machinery 30  
Refrigerators-Air Conditioners 30A  
Building Material 31  
Do It Yourself 31A

October 24, 69

Response to Mario's  
my name is Mario  
monday  
date is  
baustadt  
55-133-5719

BOOK SALE - All  
SHIELD STORE, 4

State of Indiana  
Allen County

Follow  
Num  
Replies  
Oct. 1

3174, 3175, 3176, 3177, 3178, 3179, 3180, 3181, 3182, 3183, 3184, 3185, 3186, 3187, 3188, 3189, 3190, 3191, 3192, 3193, 3194, 3195, 3196, 3197, 3198, 3199, 3200, 3201, 3202, 3203, 3204, 3205, 3206, 3207, 3208, 3209, 3210, 3211, 3212, 3213, 3214, 3215, 3216, 3217, 3218, 3219, 3220, 3221, 3222, 3223, 3224, 3225, 3226, 3227, 3228, 3229, 3230, 3231, 3232, 3233, 3234, 3235, 3236, 3237, 3238, 3239, 3240, 3241, 3242, 3243, 3244, 3245, 3246, 3247, 3248, 3249, 3250, 3251, 3252, 3253, 3254, 3255, 3256, 3257, 3258, 3259, 3260, 3261, 3262, 3263, 3264, 3265, 3266, 3267, 3268, 3269, 3270, 3271, 3272, 3273, 3274, 3275, 3276, 3277, 3278, 3279, 3280, 3281, 3282, 3283, 3284, 3285, 3286, 3287, 3288, 3289, 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, 3310, 3311, 3312, 3313, 3314, 3315, 3316, 3317, 3318, 3319, 3320, 3321, 3322, 3323, 3324, 3325, 3326, 3327, 3328, 3329, 3330, 3331, 3332, 3333, 3334, 3335, 3336, 3337, 3338, 3339, 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hereby granted and given by First Party to said Second Party to construct and maintain a rail siding across the Engle Road in accordance with a plat hereto attached and made a part hereof, on which plat the line and route of said track is marked and designated by the red line thereon at said intersection.

It is understood and agreed that the consent, permission and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so as to conform with the established grade of Engle Road as such grade shall from time to time exist and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along, upon and across said track at any point thereon in Engle Road; that the track and the rails thereof shall conform to the grade of said Engle Road now established or to be hereafter established by First Party and subject at all times to be taken up and relaid by said Second Party at its own expense for the purpose of regrading, paving, repaving or repairing such portion of said Engle Road and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street as above provided, said Board shall notify said Second Party that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said street, as the case may be, and said Second Party shall take up said track for such purpose, within such time and for such length of time, as the said Board may in said notice require, in case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, and upon the failure of Second Party so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said Second Party, and in case said Second Party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, the said City shall have a right of action to recover such cost or expense against Second Party, together with a reasonable attorney fee for the collection hereof.

2. If said street is hereafter paved or repaved, said Second Party shall pay for so much thereof as lies between the rails of said track, and for a space of two feet on each side thereof, and in case any of such pavement is constructed or reconstructed said track shall be removed and relaid to conform with the grade of said Engle Road as paved. That Second Party shall repair said part of said Engle Road in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portion of said street in a good condition of repair.

3. That said Second Party shall not at any time leave cars standing or operate upon said track within the limits of said Engle Road in violation of any lawful ordinance of City or any law or

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regulation having the force of law of the State of Indiana.

4. That said Second Party shall so construct and maintain said track in such a manner as to not in any way interfere with the drainage of the surface water on said Engle Road and shall if it reconstructs said track over and across said Engle Road do the same under the direction of said Board of Public Works and in the manner required by said Board.

5. Second Party further binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of any construction, reconstruction, maintenance or operation of said tracks, or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said Second Party upon notice to do it by said City, shall defend such action, at its own expense, and in the event that judgment be rendered in said action against said City, the Second Party shall pay such judgment with all costs and hold the City harmless therefrom; provided however, nothing herein shall relieve City of any responsibility or obligation with respect to said crossing imposed by law or arising from the sole or concurrent negligence of City.

6. It is further agreed that if said Second Party fails to comply with and perform any of the provisions of this contract the consent, permission and authority herein granted shall at once terminate and Second Party shall forfeit all rights hereunder and shall cause the removal at its expense of all track that may be laid hereunder and place the said Engle Road in as good and safe condition for travel and of the same material as the remainder thereof.

7. It is further understood and agreed that this contract and the provisions thereof shall inure to the benefit of and be binding upon the successors and assigns of the Second Party.

8. This contract, executed by and on behalf of the City of Fort Wayne by and through its Board of Public Works, is subject to the approval of the common council of said City.

WITNESS our hands and seals.

CITY OF FORT WAYNE

By: Fred Ehrman  
Robert Dahman  
George Gable  
Board of Public Works  
Oct. 2-1969

ATTEST: Kenneth McGraw, Secretary  
NORFOLK AND WESTERN RAILWAY  
By J.R. Neikels  
General Manager

Approved as to form and legality:  
10-20  
FC

My Commission expires

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A.D. 1969

ed before the undersigned, A. De-  
r sworn according to law, says that

ne Journal-Gazette

of general circulation printed and  
nty and State; and that the notice  
s published in the said Fort Wayne

he first publication being on the  
day of October 1969,

day of 19;

day of 19;

day of 19;

*De Wald*

ibed and Sworn to before me this

ay of November 1969.

*Stapleton*  
Notary Public.

March 8, 1970



My Commission expires March 8, 1970



**NOTICE OF PUBLICATION**  
Notice of Proposed Franchise To Norfolk and Western Railway Company  
Notice is hereby given that the Norfolk and Western Railway Company, has requested the Board of Public Works of the City of Fort Wayne to grant to it a franchise and right-of-way to construct and maintain a single track across the Engle Road, approximately forty (40) feet east of where said Engle Road is intersected and crossed by the main tracks of said Norfolk and Western Railway Company in the Southwest edge of the City of Fort Wayne, Allen County, Indiana:

That the said Engle Road at the place of the proposed additional track is located within the corporate limits of said City of Fort Wayne.

That said Board of Public Works has entered into such contract, subject to the approval of the Common Council of the City of Fort Wayne, and the Common Council has fixed the 4th day of November, 1969 at 7:30 o'clock P.M. in the Council Chambers of the City of Fort Wayne as the date and place when said proposed franchise and contract will be fully considered at which time any taxpayer of said City may appear to file protest against any and all provisions of the same, which said contract is in the following words and figures to-wit:

**(H. I.) AGREEMENT**

THIS AGREEMENT, made this 2nd day of October, 1969, by and between the City of Fort Wayne by and through its Board of Public Works, hereinafter designated First Party, and Norfolk and Western Railway Company, a corporation duly organized under the laws of the State of Virginia hereinafter designated Second Party, WITNESSETH, That:

WHEREAS, Second Party is desirous of obtaining the permission of said First Party to construct a rail siding across Engle Road adjacent to the crossing of the main tracks of Second Party in the Southwest section of the City of Fort Wayne, Allen County, Indiana, and

NOW, THEREFORE, in consideration of the covenants and agreements to be performed and complied with by said Second Party as hereinafter provided, consent, permission and authority are hereby granted and given by First Party to said Second Party to construct and maintain a rail siding across the Engle Road in accordance with a plat hereto attached and made a part hereof, on which plat the line and route of said track is marked and designated by the red line thereon at said intersection.

It is understood and agreed that the consent, permission and authority herein given are granted upon the following terms and conditions:

1. The track herein provided for shall at all times be maintained so as to conform with the established grade of Engle Road as such grade shall from time to time exist and in such manner as to in no way be an impediment to the ordinary and proper use thereof for all purposes by the public in passing along, upon and across said track at any point thereon in Engle Road; that the track and the rails thereof shall conform to the grade of said Engle Road now established or to be hereafter established by First Party and subject at all times to be taken up and relaid by said Second Party at its own expense for the purpose of regrading, paving, repaving or repairing such portion of said Engle Road and for the purpose of constructing or repairing sewers, laying or repairing water mains or other pipes or for any public improvement. And in case it becomes necessary in the opinion of said Board of Public Works, to take up said track for any of the purposes above enumerated, or in case said track shall not conform with the grade of said street as above provided, said Board shall notify said Second Party that it is, in the opinion of said Board, necessary to take up said track for any of said purposes, or that said track does not conform with the grade of said street, as the case may be, and said Second Party shall take up said track for such purpose, within such time and for such length of time, as the said Board may in said notice require. In case such notice is as to repairs or improvements as above stated, or shall make said track conform to any such grade within thirty days' time from receiving such notice, in case such notice is as to the grade of such street, and upon the failure of Second Party so to do, said Board of Public Works shall have the right to take up such track to make such improvement or repair, or to make such track conform to such grade, and charge the cost thereof to said Second Party, and in case said Second Party shall fail to pay such cost or expense within thirty (30) days from the time said Board shall have rendered a bill therefor, the said City shall have a right of action to recover such cost or expense against Second Party, together

with a reasonable attorney fee for the collection hereof.

2. If said street is hereafter paved or repaved, said Second Party shall pay for so much thereof as lies between the rails of said track, and for a space of two feet on each side thereof, and in case any of such pavement is constructed or reconstructed said track shall be re-moved and relaid to conform with the grade of said Engle Road as paved. That said Second Party shall repair said part of said Engle Road in the manner, and at such times, as the Board of Public Works may desire, and shall at all times keep said portion of said street in a good condition of repair.

3. That said Second Party shall not at any time leave cars standing or operate upon said track within the limits of said Engle Road in violation of any lawful ordinance of City or any law or regulation having the force of law of the State of Indiana.

4. That said Second Party shall so construct and maintain said track in such a manner as to not in any way interfere with the drainage of the surface water on said Engle Road and shall if it reconstructs said track over and across said Engle Road do the same under the direction of said Board of Public Works and in the manner required by said Board.

5. Second Party further binds itself to keep and hold said City free and harmless from any and all liability, from any and all damages that may accrue to any person or persons or property on account of any injury to their persons or property growing out of any construction, reconstruction, maintenance or operation of said tracks, or the operation of any cars thereon by any person or corporation, and in case suit shall be filed against said City on account thereof, said Second Party upon notice to do it by said City, shall defend such action, at its own expense, and in the event that judgment be rendered in said action against said City, the Second Party shall pay such judgment with all costs and hold the City harmless therefrom; provided however, nothing herein shall

relieve City of any responsibility or obligation with respect to said crossing imposed by law or arising from the sole or concurrent negligence of City.

6. It is further agreed that if said Second Party fails to comply with and perform any of the provisions of this contract the consent, permission and authority herein granted shall at once terminate and Second Party shall forfeit all rights hereunder and shall cause the removal at its expense of all track that may be laid hereunder and place the said Engle Road in as good and safe condition for travel and of the same material as the remainder thereof.

7. It is further understood and agreed that this contract and the provisions thereof shall inure to the benefit of and be binding upon the successors and assigns of the Second Party.

8. This contract, executed by and on behalf of the City of Fort Wayne by and through its Board of Public Works, is subject to the approval of the common council of said City.

WITNESS our hands and seals.

CITY OF FORT WAYNE

By: Fred Ehrman  
Robert Dahman

George Gable  
Board of Public Works

Oct. 2-1969

ATTEST: Kenneth McGraw, Secretary  
NORFOLK AND WESTERN RAILWAY

By J.R. Neikels  
General Manager

Approved as to form and legality:  
10-20

Legals

before the undersigned, A.M.  
sworn according to law, saith

the News-Sentinel

General circulation, printed and

and State, and that the  
was published in the said

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times, the first publication

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NOTICE OF PUBLICATION  
Office of Proposed Franchise To Norfolk  
and Western Railway Company  
Notice is hereby given that the Norfolk  
and Western Railway Company has re-  
quested the Board of Public Works of  
the City of Fort Wayne to grant to it a  
franchise and right-of-way to construct  
and maintain a single track across the  
Engle Road, approximately forty (40) feet  
wide, where said Engle Road is in-  
tersected and crossed by the main  
tracks of said Norfolk and Western Rail-

# PROOF OF PUBLICATION

OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne, November 4, A. D. 1969

## Senator O Involvement

WASHINGTON (AP) — Sen. Stuart Symington, declaring it a "travesty" to deny that Americans are fighting and dying in Laos, today began a week-long effort to plumb the depths of U.S. involvement in that shadowy Asian nation.

The Missouri Democrat is chairman of a Senate foreign relations subcommittee which has called Richard Helms, director of the Central Intelligence Agency, and other top officials to testify behind closed doors.

Mike Mansfield, however, says the United States has involved itself in Vietnam in his country. "any other nation aside from there were 'combat troops' of Souvanna Phouma also denied port of Laotian forces,"

travesty, when my but also the participants, including casualties and families, know what the senator said in the hearing. The senator by subcommittee members convinced secrecy surrogates with that on far too long. "If whatever right, the Americans serve to know whatever has wrong the Senate compound that than right it." The hearing part of a broad can commitment the subcommittee

Personally appeared before the undersigned, A.M. Hostman, who, being duly sworn according to law, saith that she is the Clerk of

**The Fort Wayne News-Sentinel**

a Daily Newspaper of general circulation, printed and published in said County and State, and that the notice herewith attached was published in the said Fort Wayne News-Sentinel in the daily edition for 1 times, the first publication being on the 20th day of October, 1969; the second on the day of , 19 ; and the third on the day of , 19 ; and the fourth on the day of , 19 ;

*A. M. Hostman*

Subscribed and Sworn to before me, this

4th day of November 1969

*Edith Stapleton*

Notary Public.

My Commission expires March 8, 1970